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Attorney or Party Name, Address, Telephone & FAX Numbers, and California State Bar Number Law Offices of Alberta P. Stahl 221 North Figueroa Street, #1200 Los Angeles, CA 90211 Alberta P. Stahl - State Bar No. 123250 (213) 580-7977	FOR COURT USE ONLY 01 AUG 24 AM 11:31 CLERK OF COURT CENTRAL DISTRICT OF CALIFORNIA BY _____
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA	
In re: Robert A. Diminico Debtor(s).	CASE NO.: LA 01-18612-EC

NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: September 19, 2001	Time: 1:30 p.m.
Location: Courtroom "1639", 255 East Temple St., Los Angeles, CA (Roybal Building)	

Type of Sale: ☐ Public ☒ Private Last date to file objections: **September 5, 2001**

Description of Property to be Sold: Single Family Residence located at 1424 North Doheny Drive, Los Angeles, CA 90069. Residence is comprised of approximately 4,896 square feet of space, lot size of 19,188 square feet, has 4 bedrooms and 5 bathrooms, and was built in 1990.

Terms and Conditions of Sale: See Attachment A

Proposed Sale Price: \$3,100,000

Overbid Procedure (If Any): See Attachment B

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing: **September 19, 2001 @ 1:30 p.m., Courtroom "1639" located at 255 East Temple Street, Los Angeles, CA**
Contact Person for Potential Bidders (include name, address, telephone, fax and/or e-mail address):

Alberta P. Stahl
Law Offices of Alberta P. Stahl
221 North Figueroa Street, Suite 1200
Los Angeles, CA 90211
Tel.: (213) 580-7977 Fax: (213) 482-1647

Date: August 24, 2001

ATTACHMENT A

Terms and Conditions of Sale

The terms and conditions of the sale of the Property are set forth in the attached "Residential Purchase Agreement and Joint Escrow Instruction" and the "Amendments to Sale Escrow Instructions". As provided in these documents, the primary terms and conditions of the sale are as follows:

- (a) The purchase price shall be \$3.1 million;
- (b) If the Trustee is unable to deliver possession or title to the Property, the Buyer's sole remedy shall be the return of its deposit;
- (c) The Property shall be sold "AS IS" by quitclaim deed without any representations or warranties whatsoever;
- (d) Sale of the Property shall be subject to approval by the Bankruptcy Court;
- (e) The Buyer shall, at its sole expense, acquire any and all insurance policies that it desires to cover the Property. The Trustee does not agree to acquire or transfer any insurance policies to the Buyer;
- (f) All escrow fees shall be shared and paid on a 50/50 basis by the Trustee and Buyer;
- (g) The Buyer shall, at Buyer's sole expense, install all smoke detectors, which may be required by state or local law. The Trustee shall not be required to deliver to the Buyer a written statement of compliance with any applicable state or local law;
- (h) The Buyer shall, at Buyer's sole expense, make all pest control inspection repairs that it deems appropriate;
- (i) If any local ordinance requires that the Property be brought into compliance with any minimum energy conservation standards as a condition of sale or transfer, the Buyer shall comply with and pay for these requirements at its sole expense;
- (j) The Property is being sold and subject to (i) all general and special taxes presently due, or may become due, regarding the Property other than property taxes which shall be prorated as of the close of escrow; (ii) lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the California Revenue and Taxation Code; and (iii) any and all easements, restrictions, rights and conditions of record and rights of way, against, on or regarding the Property; and
- (k) Commissions to brokers shall not exceed 5% of the purchase price.



RESIDENTIAL BROKERAGE

RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (AND RECEIPT FOR DEPOSIT)

For Use With Single Family Residential Property -
Attached or DetachedCALIFORNIA
ASSOCIATION
OF REALTORS®Date 17th July 2001 at Beverly Hills California.1. OFFER:
A. THIS IS AN OFFER FROM ESI Properties and/or Nominee ("Buyer").B. THE REAL PROPERTY TO BE ACQUIRED is described as 1424 Doheny Drive North
Assessor's Parcel No. 5560-010-017 situated in
LOS ANGELES County of LOS ANGELES California, ("Property").C. THE PURCHASE PRICE offered is THREE MILLION ONE HUNDRED THOUSAND
DOLLARS ONLY Dollars \$ 3,100,000. -D. CLOSE OF ESCROW shall occur 14 Days After Acceptance (or ☐ on _____ (date)).

2. FINANCING: Obtaining the loans below is a contingency of this Agreement unless: (i) either 2H or 2I is checked below or (ii) otherwise agreed. Buyer shall act diligently and in good faith to obtain the designated loans. Obtaining deposit, down payment and closing costs is not a contingency.

A. BUYER HAS GIVEN A DEPOSIT TO THE AGENT SUBMITTING THE OFFER \$ 25,000. -
(or to ☐ _____), made payable to TRIANGLE PROPERTIES by Personal
Check, or ☐ _____, which shall be held uncashed until Acceptance and thendeposited within 3 business days after Acceptance or ☐ _____
☒ with Escrow Holder, ☐ into Broker's trust account, or ☐ _____
Buyer represents that funds will be good when deposited with Escrow Holder.B. INCREASED DEPOSIT shall be deposited by Buyer with Escrow Holder within _____ Days After Acceptance, \$ N/A
or ☐ _____C. FIRST LOAN IN THE AMOUNT OF \$ N/A(1) NEW First Deed of Trust in favor of LENDER, encumbering the Property, securing a note payable at maximum
interest of _____% fixed rate, or _____% initial adjustable rate with a maximum interest rate cap of
_____, balance due in _____ years, amortized over _____ years. Buyer shall pay loan fees/points not to
exceed _____. (These terms apply whether the designated loan is conventional, FHA or VA.)(2) ☐ FHA, ☐ VA: (The following terms only apply to the FHA or VA loan that is checked.)Seller shall pay (i) _____% discount points, (ii) other fees not allowed to be paid by Buyer,
not to exceed \$ _____, and (iii) the cost of lender required Repairs not otherwise provided for
in this Agreement, not to exceed \$ _____

(Actual loan amount may increase if mortgage insurance premiums, funding fees or closing costs are financed.)

D. ADDITIONAL FINANCING TERMS: \$ N/A☐ Seller financing, (C.A.R. Form SFA-11); ☐ junior financing; ☐ assumed financing (C.A.R. Form PAA-11).E. BALANCE OF PURCHASE PRICE (not including costs of obtaining loans and other closing costs) to be deposited with
Escrow Holder within sufficient time to close escrow. \$ 3,075,000. -F. TOTAL PURCHASE PRICE \$ 3,100,000 -G. LOAN CONTINGENCY shall remain in effect until the designated loans are funded (or, ☐ _____ Days After Acceptance, by which time Buyer shall give Seller
written notice of Buyer's election to cancel this Agreement if Buyer is unable to obtain the designated loans. If Buyer does not give Seller such notice, the contingency
of obtaining the designated loans shall be removed by the method specified in paragraph 14).H. ☒ NO LOAN CONTINGENCY: (If checked) Obtaining any loan in paragraphs 2C, 2D or elsewhere in this Agreement is not a contingency of this Agreement. If
Buyer does not obtain the loan, and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.I. ☒ ALL CASH OFFER: (If checked) No loan is needed to purchase the Property. Buyer shall, within 5 (or ☐ _____) Days After Acceptance, provide Seller written
verification of sufficient funds to close this transaction. Seller may cancel this Agreement in writing within 5 Days After (i) time to provide verification expires, if Buyer
fails to provide verification or (ii) receipt of verification, if Seller reasonably disapproves it.J. LOAN APPLICATIONS; PREQUALIFICATION: Within 5 (or ☐ _____) Days After Acceptance, Buyer shall provide Seller a letter from lender or mortgage loan
broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified for the NEW loan indicated above. If Buyer fails to provide
such letter within that time, Seller may cancel this Agreement in writing.K. ☒ APPRAISAL CONTINGENCY: (If checked) This Agreement is contingent upon Property appraising at no less than the specified total purchase price. If there
is a loan contingency, the appraisal contingency shall remain in effect until the loan contingency is removed. If there is no loan contingency, the
appraisal contingency shall be removed within 10 (or ☐ _____) Days After Acceptance.The copyright laws of the United States (Title 17 U.S. Code) forbid
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Buyer and Seller acknowledge receipt of a copy of this page.

Buyer's Initials XNA (_____) (_____)Seller's Initials RG (_____) (_____)

Reviewed by

Broker or Designee _____ Date _____

REVISION DATE 10/2000 Print Date R MAY 01
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RESIDENTIAL PURCHASE AGREEMENT (RPA-11 PAGE 1 OF 8)

Property Address: 1424 JOHNNY DRIVE Date: 7/17/01

3. CLOSING AND OCCUPANCY

- A. Buyer ☒ does, ☐ does not intend to occupy Property as Buyer's primary residence.
- B. Seller occupied or vacant property: Occupancy shall be delivered to Buyer at 2 AM/PM ☒ on the date of Close Of Escrow, ☐ on _____, or ☐ no later than _____ Days After Close Of Escrow. (See C.A.R. Form PAA-11, paragraph 2.) If transfer of title and occupancy do not occur at the same time, Buyer and Seller are advised to (i) enter into a written occupancy agreement, and (ii) consult with their insurance advisors.
- C. Tenant occupied property: At Close of Escrow, Property shall be vacant unless otherwise agreed in writing. Seller has the responsibility to (i) comply with rent control and other Law necessary to deliver Property vacant, and (ii) determine whether timely vacancy is permitted under such Law.
- D. At Close Of Escrow, Seller assigns to Buyer any assignable warranty rights for items included in the sale and shall provide any available copies of such warranties. Brokers cannot and will not determine the assignability of any warranties.
- E. At Close of Escrow, unless otherwise agreed in writing, Seller shall provide keys and/or means to operate all locks, mailboxes, security systems, alarms and garage door openers. If Property is a unit in a condominium or other common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

- 4. ALLOCATION OF COSTS (If checked):** If any of the inspections or reports in 4A, B, C and D are checked, then with regard to that item, Buyer shall have approval (including approval of alternate methods of treatment, if any, recommended by the Pest Control Report), removal and cancellation rights, and obligations as specified in paragraph 14. (The rights in paragraph 14 apply whether or not Buyer and Seller agree below who is to pay for Section 1 or Section 2 recommended work.)

A. PEST CONTROL

☐ Buyer ☒ Seller shall pay for a Pest Control Report (for wood destroying pests and organisms only) ("Report"). The Report shall be prepared by Reputable Company of Seller's choice, a registered structural pest control company, who shall separate the Report into sections for evidence of infestation or infection (Section 1) and for conditions likely to lead to infestation or infection (Section 2). The Report shall cover the main building and attached structures and, if checked: ☐ detached garages and carports, ☐ detached decks, ☐ the following other structures on the Property: _____

The Report shall not cover roof coverings. If Property is a unit in a condominium or other common interest subdivision, the Report shall cover only the separate interest and any exclusive-use areas being transferred, and shall not cover common areas. Water tests of shower pans on upper level units may not be performed unless the owners of property below the shower consent. If Buyer requests inspection of inaccessible areas, Buyer shall pay for the cost of entry, inspection and closing for those areas, unless otherwise agreed. A written Pest Control Certification shall be issued prior to Close Of Escrow, unless otherwise agreed, and only if no infestation or infection is found or if required corrective work is completed.

(Section 1) ☐ Buyer ☒ Seller shall pay for work recommended to correct "Section 1" conditions described in the Report and the cost of inspection, entry and closing of those inaccessible areas where active infestation or infection is discovered.

(Section 2) ☒ Buyer ☐ Seller shall pay for work recommended to correct "Section 2" conditions described in the Report if requested by Buyer.

OTHER INSPECTIONS AND REPORTS

- B. ☐ Buyer ☐ Seller shall pay to have septic or private sewage disposal system inspected.
- C. ☐ Buyer ☐ Seller shall pay to have domestic wells tested for water potability and productivity.
- D. ☒ Buyer ☐ Seller shall pay for a natural hazard zone disclosure report prepared by Seller's choice.

GOVERNMENT REQUIREMENTS AND RETROFIT

- E. ☐ Buyer ☒ Seller shall pay for smoke detector installation and/or water heater bracing, if required by Law. Prior to Close Of Escrow, Seller shall provide Buyer a written statement of compliance in accordance with state and local Law, unless exempt.
- F. ☐ Buyer ☒ Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards, inspections and reports if required as a condition of closing escrow under any Law.

ESCROW, TITLE AND OTHER COSTS

- G. ☒ Buyer ☒ Seller shall pay escrow fee. 1/2 Buyer 1/2 Seller
Escrow Holder shall be Reputable Company of Trustee's choice

- H. ☐ Buyer ☒ Seller shall pay for owner's title insurance policy specified in paragraph 12.
Owner's title policy to be issued by Equity Title (Tamara Ortiz)
(Buyer shall pay for any title insurance policy insuring Buyer's Lender, unless otherwise agreed.)

- I. ☐ Buyer ☒ Seller shall pay County transfer tax or transfer fee.

- J. ☐ Buyer ☒ Seller shall pay City transfer tax or transfer fee.

- K. ☐ Buyer ☒ Seller shall pay HOA transfer fees.

- L. ☐ Buyer ☒ Seller shall pay HOA document preparation fees.

- M. ☐ Buyer ☒ Seller shall pay the cost, not to exceed \$ 700., of a one-year home warranty plan, issued by Seller's choice

with the following optional coverage: Basic, air-conditioning, pool equipment & upgrade

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Buyer's Initials NA
Seller's Initials RG



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Broker or Designee _____ Date _____

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RESIDENTIAL PURCHASE AGREEMENT (RPA-11 PAGE 2 OF 8)

ATTACHMENT A, PAGE 4 07/30/01 MON 15:34 [TX/RX NO 9736]

Property Address:

1424 Soheny Drive NorthDate: 7/17/01**5. TRANSFER DISCLOSURE STATEMENT; NATURAL HAZARD DISCLOSURE STATEMENT; LEAD-BASED PAINT HAZARD DISCLOSURES; AND OTHER DISCLOSURES WITH CANCELLATION RIGHTS:**

- A. Within the time specified in paragraph 14, if required by Law, a Real Estate Transfer Disclosure Statement ("TDS"), Natural Hazard Disclosure Statement ("NHD"), Federal Lead-Based Paint Disclosures and pamphlet ("Lead Disclosures"), disclosure regarding industrial use (Property is in or affected by a zone or district allowing manufacturing, commercial or airport use) and military ordnance disclosure shall be completed and delivered to Buyer, who shall return Signed Copies to Seller.
- B. In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information, or representations previously provided to Buyer (including those made in a TDS) of which Buyer is otherwise unaware, Seller shall promptly provide a subsequent or amended disclosure, in writing, covering those items. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies disclosed in reports received by Buyer.
- C. Seller shall (i) make a good faith effort to obtain a disclosure notice from any local agencies that levy a special tax on the Property pursuant to the Mello-Roos Community Facilities Act, and (ii) promptly deliver to Buyer any such notice made available by those agencies.
- D. If the TDS, the NHD, the Lead Disclosures, industrial use disclosure, military ordnance disclosure, the Mello-Roos disclosure notice, or a subsequent or amended disclosure is delivered to Buyer after the offer is Signed, Buyer shall have the right to cancel this Agreement within 3 Days After delivery in person, or 5 Days After delivery by deposit in the mail, by giving written notice of cancellation to Seller or Seller's agent. (Lead Disclosures sent by mail must be sent certified mail or better.)

6. **DISCLOSURES:** Within the time specified in paragraph 14, Seller shall: (i) disclose if Property is located in any zone identified in 6A and provide any other information required for those zones; (ii) if required by Law, provide Buyer with the disclosures and other information identified in 6B; and, (iii) if applicable, take the actions specified in 6C and 6D. Buyer, within the time specified in paragraph 14, shall then investigate the disclosures and other information provided to Buyer, and the database in 6E, and take the action specified in paragraph 14.

- A. **NATURAL HAZARD ZONE:** Special Flood Hazard Areas; Potential Flooding (Inundation) Areas; Very High Fire Hazard Zones; State Fire Responsibility Areas; Earthquake Fault Zones; Seismic Hazard Zones; or any other zone for which disclosure is required by Law.
- B. **PROPERTY DISCLOSURES AND PUBLICATIONS:** Earthquake Guides (and questionnaire) and Environmental Hazards Booklet.
- C. ☐ (If checked) **CONDOMINIUM/COMMON INTEREST SUBDIVISION:** Property is a unit in a condominium, or other common interest subdivision. Seller shall request from the HOA and, upon receipt, provide to Buyer: (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claims or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings, if available; and (v) the names and contact information of all HOAs governing the Property (C.A.R. Form HOA-11).
- D. **NOTICE OF VIOLATION:** If, prior to Close Of Escrow, Seller receives notice or is made aware of any notice filed or issued against the Property for violations of any Law, Seller shall immediately notify Buyer in writing.
- E. **DATA BASE DISCLOSURE: NOTICE:** The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

7. CONDITION OF PROPERTY:

- A. Unless otherwise agreed, (i) Property is sold (a) in its **PRESENT** physical condition on the date of Acceptance and (b) subject to Buyer inspection rights; (ii) Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance, and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.
- B. **SELLER SHALL DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS AND MAKE OTHER DISCLOSURES REQUIRED BY LAW.**
- C. Buyer has the right to inspect the Property and, based upon information discovered in those inspections, may reasonably request that Seller make Repairs, corrections or take other action as specified in paragraph 14.
- D. **Note to Buyer:** You are strongly advised to conduct inspections of the entire Property in order to determine its present condition since Seller may not be aware of all defects affecting the Property or other factors that you consider important. Property improvements may not be built according to codes or in compliance with current Law, or have had permits issued.
- E. **Note to Seller:** Buyer may request that you make certain Repairs and, in the event you refuse or are unable to make those Repairs, Buyer may cancel this Agreement as specified in paragraph 14.
8. A. **ITEMS INCLUDED IN SALE:** All EXISTING fixtures and fittings that are attached to the Property are INCLUDED IN THE PURCHASE PRICE (unless excluded in paragraph 8C below), and shall be transferred free of liens and without Seller warranty. Items to be transferred shall include, but are not limited to, existing electrical, mechanical, lighting, plumbing and heating fixtures, fireplace inserts, solar systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes and related equipment, private integrated telephone systems, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, attached fireplace equipment, mailbox, in-ground landscaping, including trees/shrubs, and (if owned by Seller) water softeners, water purifiers and security systems/alarms.
- B. **ADDITIONAL ITEMS INCLUDED:** The following items of personal property, free of liens and without Seller warranty, are INCLUDED IN THE PURCHASE PRICE _____

C. ITEMS EXCLUDED FROM SALE: _____

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Buyer's Initials XXX (_____) (_____)Seller's Initials RS (_____) (_____)

Reviewed by _____

Broker or Designee _____ Date _____

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RESIDENTIAL PURCHASE AGREEMENT (RPA-11 PAGE 3 OF 8)

Property Address:

1424 Bohem Drive North

Date:

7/17/01

9. **BUYER'S INVESTIGATION OF PROPERTY CONDITION:** Buyer's Acceptance of the condition of and any other matter affecting the Property is a contingency of this Agreement, as specified in this paragraph and paragraph 14. Buyer shall have the right at Buyer's expense, unless otherwise agreed, to conduct inspections, investigations, tests, surveys, and other studies ("Inspections"), including the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms ("Pest Control Report"); and (iii) review the registered sex offender database. No inspections shall be made by any governmental building or zoning inspector, or government employee, without Seller's prior written consent, unless required by Law. Buyer shall complete these inspections and give any written notice to Seller within the time specified in paragraph 14. At Seller's request, Buyer shall give Seller, at no cost, complete Copies of all Inspection reports supporting Buyer's written requests. Seller shall make Property available for all inspections. Seller shall have water, gas and electricity on for Buyer's inspections and through the date possession is made available to Buyer.
10. **REPAIRS:** Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of receipts and statements to Buyer prior to final verification of condition.
11. **BUYER INDEMNITY AND SELLER PROTECTION FOR ENTRY UPON PROPERTY:** Buyer shall: (i) keep Property free and clear of liens; (ii) indemnify and hold Seller harmless from all liability, claims, demands, damages and costs; and (iii) Repair all damages arising from inspections. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry policies of liability, workers' compensation, and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any inspections or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a Notice of Non-responsibility for inspections and work done on the Property at Buyer's direction.
12. **TITLE AND VESTING:**
- A. Within the time specified in paragraph 14, Buyer shall be provided a current preliminary (title) report, which is only an offer by the title insurer to issue a policy of title insurance, and may not contain every item affecting title. Buyer shall provide written notice to Seller in accordance with and within the time specified in paragraph 14.
- B. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall be subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters that are of record or disclosed to Buyer prior to Close Of Escrow, unless otherwise requested in writing by Buyer and agreed to by Seller within the time specified in paragraph 14. However, title shall not be subject to any liens against the Property, except for those specified in this Agreement. Title shall vest as designated in Buyer's supplemental escrow instructions. **THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES.**
- C. Buyer shall receive a CLTA/ALTA Homeowner's Policy of Title Insurance, if available for the Property. If not, Buyer shall receive a standard coverage owner's policy (CLTA or ALTA-R with regional exceptions). A title company, at Buyer's request, can provide information about availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and pay any increase in costs.
13. **SALE OF BUYER'S PROPERTY:**
- A. This Agreement is NOT contingent upon the sale of any property owned by Buyer unless paragraph 13B is checked.
- OR B. ☐ (If checked) This Agreement IS CONTINGENT on the Close Of Escrow of Buyer's property, described as (address) _____ ("Buyer's Property").
- (1) Buyer's Property is:
- (a) ☐ (if checked) not yet listed for sale.
- OR (b) ☐ (if checked) listed for sale with _____ company.
- OR (c) ☐ (if checked) in escrow No. _____ with _____ escrow holder, scheduled to close escrow on _____ (date). Buyer shall deliver to Seller, within 5 Days After Seller's request, a Copy of the contract for the sale of Buyer's Property, escrow instructions, and all amendments and modifications thereto. If Buyer fails to provide the documents within that time, Seller may cancel this Agreement in writing. If Buyer's Property does not close escrow by the date specified in this paragraph for close of escrow of Buyer's Property, then either Seller or Buyer may cancel this Agreement in writing.
- (2) After Acceptance:
- (a) (Applies UNLESS B (2)(b) is checked): Seller SHALL have the right to continue to offer the Property for sale. If Seller accepts another written offer, Seller shall give Buyer written notice to: (i) remove this contingency in writing; (ii) remove the loan contingency, if any, in writing; and (iii) comply with the following additional requirement(s): _____
- If Buyer fails to complete these actions within 72 (or ☐) hours After receipt of such notice, Seller may cancel this Agreement in writing.
- OR (b) ☐ (If checked) Seller shall have the right to continue to offer the Property for sale for back-up offers only and shall not invoke the notice provisions in paragraph 13 B(2)(a) during the term of this Agreement.

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Buyer's Initials XNA

Seller's Initials 100



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Reviewed by _____
Broker or Designee _____ Date _____

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RESIDENTIAL PURCHASE AGREEMENT (RPA-11 PAGE 4 OF 8)

Property Address:

1424 Doheny Drive North

Date:

7/17/01

14. **TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS:** The following time periods may only be extended, altered, modified or changed by mutual written agreement.

A. ORDERING, COMPLETING AND REVIEWING INSPECTIONS AND REPORTS:

(1) **SELLER HAS:** 5 (or ☐ _____) Days After Acceptance to order, request or complete all reports, disclosures and information for which Seller is responsible under paragraphs 4, 5, 6A, B and C, and 12. Seller has 2 Days After receipt (or completion) of any of these items to provide it to Buyer. Buyer has 5 (or ☐ _____) Days After receipt of (i) each of the above items and (ii) notice of code and legal violation under paragraph 6D to review the report, disclosure or other information.

(2) **BUYER HAS:** 14 (or ☐ _____) Days After Acceptance to complete all inspections, investigations and review of reports and other applicable information, including the sex offender database (paragraph 6E), for which Buyer is responsible.

(3) **BUYER HAS:** 10 (or ☐ _____) Days After Buyer's receipt of Lead Disclosures pursuant to paragraph 5A, to complete inspections for and review reports on lead-based paint and lead-based paint hazards.

B. (1) APPROVAL OR REQUEST: Within the times specified above (or 2G for loan contingency), Buyer shall provide Seller with either (i) an unconditional approval and removal of the applicable contingency, or (ii) a reasonable written request that Seller Repair or take other action (or for loan contingency, cancellation if Buyer is unable to obtain the designated loan).

(2) **EFFECT OF BUYER'S REQUEST:** If, pursuant to B(1), Buyer reasonably requests that Seller Repair or take other action, Buyer and Seller have 5 (or ☐ _____) Days After Seller's receipt of Buyer's request to reach mutual written agreement on Buyer's request. If (i) Seller has agreed in writing to unconditionally and completely take the action requested by Buyer, or (ii) Buyer and Seller have reached a mutual written agreement with respect to those items, then the transaction shall proceed on those terms. Seller has no obligation, express or implied, to satisfy Buyer's requests.

(3) **EFFECT OF NO WRITTEN AGREEMENT ON BUYER'S REQUESTS:** If, at the expiration of the time in B(2), neither B(2)(i) nor (ii) has occurred, Buyer has 2 (or ☐ _____) Days to cancel this Agreement in writing.

C. ACTIVE OR PASSIVE REMOVAL OF CONTINGENCIES AND CANCELLATION RIGHTS:

(1) ☐ **ACTIVE METHOD** (Applies only if checked):

(a) (No written request or removal by Buyer) If, within the time specified in A, Buyer does not give Seller written notice pursuant to B(1), Seller may cancel this Agreement in writing. Notwithstanding the expiration of the time specified, Buyer retains the right to give Seller written notice under B1 at any time prior to receiving Seller's written cancellation. Once Seller receives Buyer's written request or removal, Seller may not cancel this Agreement pursuant to paragraph C(1)(a).

(b) (No written cancellation by Buyer) If, within the time specified, Buyer does not give Seller written notice of cancellation pursuant to B(3), either Buyer or Seller may cancel this Agreement in writing at any time prior to Buyer and Seller reaching mutual written agreement with respect to any requests made pursuant to B(1).

(2) **PASSIVE METHOD:** If, within the time specified, Buyer does not give Seller (i) a reasonable written request pursuant to B(1) (or for loan contingency, cancellation if Buyer is unable to obtain the designated loan) or (ii) written notice of cancellation pursuant to B(3) if no agreement is reached on Buyer's requests, then Buyer shall be deemed, as applicable, to have unconditionally approved and removed the contingency or withdrawn the request and waived any right to cancel associated with the requested item.

D. EFFECT OF REMOVAL: If Buyer removes any contingency or cancellation right by the active or passive method, as applicable, Buyer shall conclusively be deemed to have: (i) completed all inspections, investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and, (iii) assumed all liability, responsibility, and expense for repairs or corrections pertaining to that contingency or cancellation right, or for inability to obtain financing if the contingency pertains to financing, unless, pursuant to B(2) or elsewhere in this Agreement, Seller agrees to make Repairs or take other action.

E. EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written NOTICE OF CANCELLATION pursuant to rights duly exercised under the terms of this Agreement, Buyer and Seller agree to Sign mutual instructions to cancel the sale and escrow and release deposits, less fees and costs, to the party entitled to the funds. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Release of funds will require mutual, Signed release instructions from Buyer and Seller, judicial decision or arbitration award. A party may be subject to a civil penalty of up to \$1,000 for refusal to sign such instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).

15. **FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final inspection of the Property within 5 (or _____) Days prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm (i) Property is maintained pursuant to paragraph 7A, (ii) Repairs have been completed as agreed, and (iii) Seller has complied with Seller's other obligations.

16. **LIQUIDATED DAMAGES:** If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award.

BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION FOR ANY INCREASED DEPOSIT. (C.A.R. FORM RID-11)

Buyer's Initials XMASeller's Initials LO

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REVISION DATE 10/2000 Print Date R MAY 01
RPA-11 (PAGE 5 OF 8)

Buyer and Seller acknowledge receipt of a copy of this page.

Buyer's Initials XMASeller's Initials LO

Reviewed by

Broker or Designee _____ Date _____

MASTER COPY

RESIDENTIAL PURCHASE AGREEMENT (RPA-11 PAGE 5 OF 8)

Property Address:

1424 Cherry Drive NorthDate: 4/17/01

17. DISPUTE RESOLUTION:

A. **MEDIATION:** Buyer and Seller agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Paragraphs 17B(2) and (3) below apply whether or not the Arbitration provision is initiated. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.

B. **ARBITRATION OF DISPUTES:** (1) Buyer and Seller agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 17B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.

(2) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or any right of action to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.

(3) **BROKERS:** Buyer and Seller agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration prior to, or within a reasonable time after, the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the Agreement.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials NA Seller's Initials AS

18. **PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and, (ii) for periods prior to Close Of Escrow, by Seller. TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.

19. **WITHHOLDING TAXES:** Seller and Buyer agree to execute any instrument, affidavit, statement or instruction reasonably necessary to comply with federal (FIRPTA) and California withholding Law, if required (C.A.R. Forms AS-11 and AB-11).

20. **MULTIPLE LISTING SERVICE ("MLS"):** Brokers are authorized to report the terms of this transaction to any MLS, to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.

21. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Law.

22. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 17A.

23. **SELECTION OF SERVICE PROVIDERS:** If Brokers give Buyer or Seller referrals to persons, vendors, or service or product providers ("Providers"), Brokers do not guarantee the performance of any of those Providers. Buyer and Seller may select ANY Providers of their own choosing.

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Seller's Initials AS

Reviewed by

Broker or Designee _____ Date _____



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RPA-11 (PAGE 6 OF 8)

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RESIDENTIAL PURCHASE AGREEMENT (RPA-11 PAGE 6 OF 8)

Property Address:

1424 Doherty Drive NorthDate: 7/17/01

24. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.

25. **OTHER TERMS AND CONDITIONS, including ATTACHED SUPPLEMENTS:** SUBJECT TO BANKRUPTCY COURT APPROVAL UNDER SECTION 361 OF THE BANKRUPTCY CODE N.C.

A. ☒ Buyer's Inspection Advisory (C.A.R. Form BIA-11)

B. ☐ Purchase Agreement Addendum (C.A.R. Form PAA-11 paragraph numbers)

25. Rider annexed to and forming part of Residential Purchase Agreement and joint escrow instruction

0 Disclosure regarding real estate agency relationships.

26. **DEFINITIONS:** As used in this Agreement:

A. "Acceptance" means the time the offer or final counter offer is accepted in writing by the other party and communicated in accordance with this Agreement or the terms of the final counter offer.

B. "Agreement" means the terms and conditions of this Residential Purchase Agreement and any counter offer and addenda.

C. "Days" means calendar days, unless otherwise required by Law.

D. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59PM on the final day.

E. "Close Of Escrow" means the date the grant deed, or other evidence of transfer of title, is recorded. If scheduled close of escrow falls on a Saturday, Sunday or legal holiday, then the close of escrow date shall be the next business day after the scheduled close of escrow date.

F. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.

G. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.

H. "Repairs" means any repairs (including pest control), alterations, replacements, modifications and retrofitting of the Property provided for under this Agreement.

I. "Signed" means either a handwritten or electronic signature.

J. Singular and Plural terms each include the other, when appropriate.

K. C.A.R. Form means the specific form referenced, or another comparable form agreed to by the parties.

L. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either one to modify or alter the content or integrity of the Agreement without the knowledge and consent of the other.

27. **AGENCY:**

A. **POTENTIALLY COMPETING BUYERS AND SELLERS:** Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire this Property. Seller understands that Buyer may consider, make offers on or purchase other properties similar to the Property. Buyer and Seller acknowledge and consent to Broker(s)' representation of such potential buyers and sellers before, during and after Broker(s)' representation of Buyer and Seller.

B. **CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:

Listing Agent: OTHEBY'S INTERNATIONAL/COLDWELL BANKER (Firm Name) is the agent of (check one):

☒ the Seller exclusively; or ☐ both the Buyer and Seller

Selling Agent: TRIANGLE PROPERTIES by Ismin Zafar (Firm Name) (if not same as Listing Agent) is the agent of (check one): ☒ the Buyer exclusively; or ☐ the Seller exclusively; or ☐ both the Buyer and Seller.

Real Estate Brokers are not parties to the Agreement between Buyer and Seller.

28. **JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**

A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any relating counter offers and addenda, and any additional mutual instructions to close the transaction: 1, 2, 4, 12, 13B, 14E, 18, 19, 24, 25B and C, 26, 28, 30, 32A and 33. The terms and conditions of the Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provisions upon Escrow Holder's request. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to complete this transaction.

B. A Copy of this Agreement shall be delivered to Escrow Holder within 3 business days After Acceptance (or ☐). Escrow will be deemed open when Escrow Holder has

Signed an acknowledgement of receipt of a Copy of this accepted Agreement. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs the Agreement.

C. Brokers are a party to the Escrow for the sole purpose of compensation pursuant to paragraphs 30 and 32A. Seller hereby irrevocably assigns to Brokers compensation specified in paragraphs 30 and 32A from Seller's proceeds, and irrevocably instructs Escrow Holder to disburse those funds to Brokers at Close Of Escrow. Compensation instructions can be amended or revoked only with the written consent of Brokers.

29. Buyer and Seller acknowledge and agree that: (a) Brokers do not decide what price Buyer should pay or Seller should accept; (b) Brokers do not guarantee the performance or Repairs of others who have provided services or products to Buyer or Seller; and (c) they will seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

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Buyer's Initials MA

Seller's Initials LC



Reviewed by

Broker or Designee _____ Date _____

REVISION DATE 10/2000 Print Date R MAY 01
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RESIDENTIAL PURCHASE AGREEMENT (RPA-11 PAGE 7 OF 8)

ATTACHMENT A, PAGE 9

07/30/01 MON 15:34 [TX/RX NO 9736]

Property Address: 1424 Cherry Drive North Date: 7/17/01

30. BROKER COMPENSATION FROM BUYER: Upon Close Of Escrow, Buyer agrees to pay compensation for services as follows:

to

Broker.

31. TERMS AND CONDITIONS OF OFFER: This is an offer to purchase the Property on the above terms and conditions. All paragraphs with spaces for initials by Buyer and Seller are incorporated in this Agreement only if initialed by all parties. If at least one but not all parties initial, a counter offer is required until agreement is reached. Unless Acceptance of offer is Signed by Seller, and a Copy of the Signed offer is personally received by Buyer, or by Yasmin Zafar, who is authorized to receive it, by (date) _____, at _____ AM/PM, the offer shall be deemed revoked and the deposit shall be returned. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to communication of Acceptance as above. Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the above confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.

BUYER X Date 7/19/01 BUYER _____ Date _____(Print name) NTIA ANSARY (Print name) 1501 N. BENERLY DR BH CA 9021032. BROKER COMPENSATION FROM SELLER: SUBJECT TO ANNUALITY COURT APPROVAL. R.C.

A. Upon Close of Escrow, Seller agrees to pay compensation for services as follows:

2.5% to TRIANGLE PROPERTIES, Broker, and
2.5% to SOTHEBY'S INTERNATIONAL & COLDWELL BANKER, Broker, and
 (if checked) ☐ an administrative/transaction fee of \$ _____ to _____ Broker
 (or, if not completed, as per listing agreement).

B. (1) If escrow does not close, compensation in 32A is payable: (i) upon Seller's default if completion of sale is prevented by default of Seller; or (ii) when and if Seller collects damages from Buyer, by suit or otherwise, if completion of sale is prevented by default of Buyer and then in an amount equal to one-half of the damages recovered, but not to exceed the above compensation, after first deducting title and escrow expenses and the expenses of collection, if any. (2) In any action, proceeding or arbitration relating to the payment of compensation in 32A or B, the prevailing party shall be entitled to reasonable attorney fees and costs, except as provided in paragraph 17A.

33. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of this Property, or has the authority to execute this Agreement. Seller accepts the above offer, agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to deliver a Signed Copy to Buyer.

☐ (If checked) SUBJECT TO ATTACHED COUNTER OFFER, DATED _____SELLER [Signature] Date 7/19/01 SELLER _____ Date _____

(Print name) _____ (Print name) _____

(Address) _____

Agency relationships are confirmed as above. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.

Agent who submitted offer for Buyer acknowledges receipt of deposit, if any, if specified in paragraph 2A:

Real Estate Broker (Selling Firm Name) TRIANGLE PROPERTIES By Yasmin Zafar Date 7/17/01Address 9595 Wilshire Blvd. Ste. 502 Beverly Hills 90210 Phone/Fax/E-mail 310.550.4540Real Estate Broker (Listing Firm Name) SOTHEBY'S & COLDWELL BANKER By MELINDA RIDELL & LEAH Date _____

Address _____ Phone/Fax/E-mail _____

(_____/_____) ACKNOWLEDGMENT OF RECEIPT: Buyer or authorized agent acknowledges receipt of Signed Acceptance on (date) _____

(Initials) at _____ AM/PM.

Escrow Holder Acknowledgment:Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of \$ _____), counter offer numbers _____ and _____

_____, and agrees to act as Escrow Holder subject to paragraph 28 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

The date of communication of Acceptance of the Agreement as between Buyer and Seller is _____.

Escrow Holder _____ Escrow # _____

By _____ Date _____

Address _____ Phone/Fax/E-mail _____

Escrow Holder is licensed by the California Department of ☐ Corporations, ☐ Insurance, ☐ Real Estate. License # _____

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REVISION DATE 10/2000 Print Date R MAY 01
 RPA-11 (PAGE 8 OF 8)

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RESIDENTIAL PURCHASE AGREEMENT (RPA-11 PAGE 8 OF 8)

ATTACHMENT A, PAGE 10 07/30/01 MON 15:34 [TX/RX NO 9736]



CALIFORNIA
ASSOCIATION
OF REALTORS®

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS

(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller:

A Fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer:

A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER & BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction.

This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on the reverse hereof. Read it carefully.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE.

BUYER/SELLER Mr. J. Gonzalez Date 07/19/01 Time 10:45 AM/PM
 BUYER/SELLER Mr. J. Gonzalez Date 7/20/01 Time 2:30 AM/PM
 AGENT TRIANGLE PROPERTIES By Yamir G. Mah Date 7/14/01
 (Please Print) (Associate Licensee or Broker Signature)

SEE REVERSE SIDE FOR FURTHER INFORMATION

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or Designee _____
Date _____



PROPERTY TRANSACTION BOOKLET — BROKER'S COPY

FORM AD-11

AMENDMENTS TO SALE ESCROW INSTRUCTIONS

This Amendments To Sale Escrow Instructions is made among Rosendo Gonzalez, Chapter 7 Trustee ("Trustee") for the estate of Robert A. Diminico ("Debtor") in In re Robert A. Diminico, Bankruptcy Case No. LA 01-18612-EC currently pending in the United States Bankruptcy Court for the Central District of California, and ESI Properties and/or Nominee ("Buyer") with respect to the sale of real property commonly described as 1424 North Doheny Drive, Los Angeles, California ("Property"). Notwithstanding any contrary terms and conditions in the Sale Escrow Instructions dated July 27, 2001 among the Debtor and the Buyer, the following terms shall apply:

1. No Liability. The Trustee is selling the Property in his capacity as the Chapter 7 Trustee of the Debtor's estate, and not in his personal capacity, and no liability or obligations shall accrue to him personally as a result of such sale.
2. Termination. The Trustee, may decline, at his option, to consummate the proposed sale of the Property for no reason or for any reason, including without limitation: (a) the dismissal or closure of the Debtor's case; and (b) the conversion of the Debtor's Chapter 7 case to Chapter 11 or 13. In the event of any such termination, no liability or obligations shall accrue to the estate or the Trustee, either personally or in his capacity as Trustee, as a result of any such termination.
3. Abandonment. The Trustee reserves the right, in his sole discretion, to determine not to consummate the sale of the Property and to abandon the Property by serving a notice of his intention to abandon the Property upon the Debtor, all creditors, the United States Trustee, and all parties in interest. In the event of any such abandonment, the proposed sale shall not be consummated and no liability or obligations shall accrue to the estate or to the Trustee, either personally or in his capacity as Trustee, as a result of any such abandonment.
4. Buyer's Remedy. If for any reason, or no reason whatsoever, the Trustee is unable to deliver possession or title to the Property to the Buyer, the Buyer's sole remedy shall be the return of any money that the Buyer has deposited towards the purchase of the Property.
5. No Warranties. The Trustee is selling the Property in an "AS IS" condition or basis, by quitclaim deed, without any representations or warranties whatsoever, including without limitation representations or warranties as to title, oil and mineral rights, city or government agency notifications regarding work to be done, marketability of title, ownership, physical

condition, compliance with California, city or federal statutes, codes, ordinances, or regulations, geological stability, zoning, suitability for improvement, and fire insurance policies to cover any improvements on the Property, nor any assurances regarding the subdividability of the Property.

6. Insurance. The Buyer shall, at the Buyer's own expense, acquire any and all insurance policies that the Buyer desires to cover the Property. The Trustee does not agree to acquire or transfer any insurance policies to the Buyer.

7. Financing. The Buyer shall arrange for all financing of the acquisition of the Property before the close of escrow.

8. Smoke Detectors. The Buyer shall, at the Buyer's sole expense, install all smoke detectors, if any, as required by state or local law. The Trustee is not required to deliver to the Buyer a written statement of compliance with any applicable state and local law.

9. Inspections. The Buyer shall, at the Buyer's sole expense, obtain all pest control inspection repairs that the Buyer deems appropriate.

10. Energy Conservation. If any local ordinance requires that the Property be brought into compliance with minimum energy conservation standards as a condition of sale or transfer, the Buyer shall, at its sole expense, comply with and pay for these requirements.

11. Taxes. The Property is being sold subject to:

a. all general and special taxes presently due regarding the Property, other, than for property taxes which shall be prorated as of the close of escrow; and

b. the lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the California Revenue and Taxation Code.

12. Easements and Title. The Property is being sold subject to any and all easements, restrictions, rights and conditions of record and rights of way, against, on or regarding the Property. Title, however, is to be transferred free of secured claims of record.

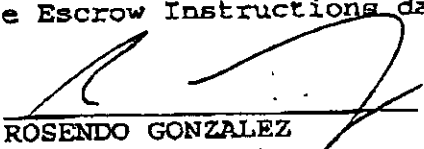
13. Bankruptcy Court Jurisdiction. The Bankruptcy Court shall have exclusive jurisdiction to resolve any and all disputes relating to the sale.

14. Purchase Price. The purchase price is \$3,100,000.00.

15. Commission. Sotheby's International Realty shall be entitled to receive a broker's commission in the total sum of \$155,000.00, for its real estate brokerage services with respect to the sale. Such commission shall be payable out of the Trustee's proceeds upon the close of the escrow. Buyer shall not be responsible for the payment of such commission.

16. Prior Sale Escrow Instructions. Except as otherwise amended herein and except to the extent of an inconsistencies, the terms and conditions of the Sale Escrow Instructions dated July 27, 2001 shall apply.

Dated: August 14, 2001


ROSENDO GONZALEZ
Chapter 7 Trustee

Dated: _____, 2001

ESI PROPERTIES

By: _____
NINA ANSARY

ATTACHMENT B

Overbid Procedure

Subject to Court approval, the following overbid procedure will apply to the sale of the Property:

- (a) anyone wishing to purchase the Property must appear at the hearing (September 19, 2001 at 1:30 p.m.) and participate in the overbidding process;
- (b) all due diligence is to be completed prior to the hearing as the sale is with no contingencies of any type;
- (c) the initial overbid must be in the amount of \$100,000;
- (d) in order to overbid at the hearing, any prospective overbidder must bring a cashier's check in the amount of \$125,000 payable to Rosendo Gonzalez, Chapter 7 Trustee, to the Court hearing and give the cashier's check to the Trustee or his agent. Said amount is the total of the prospective purchaser's initial deposit plus the amount of the initial overbid;
- (e) in the event the sale is not consummated by the successful overbidder, the cashier's check which was submitted in Court in the amount of \$125,000 shall become nonrefundable; and
- (f) the terms of the sale to a successful overbidder will be on the same terms as the sale of the Property to the Buyer (ESI Properties, LLC) without deviation of any kind.